

**Agreement between
City of West Des Moines
and
West Des Moines Association
of Professional Fire Fighters
Local 3586**

**July 1, 2006
through
June 30, 2009**

Table of Contents

<u>TITLE I - GENERAL PROVISIONS</u>	1
ARTICLE 1 - PREAMBLE	1
ARTICLE 2 - RECOGNITION	1
ARTICLE 3 - MANAGEMENT RIGHTS	1
ARTICLE 4 - SETTLEMENT OF DISPUTES	2
ARTICLE 5 - MEMBERSHIP AND CHECK-OFF	3
ARTICLE 6 - PAYROLL DEDUCTION	4
ARTICLE 7 - SAVINGS CLAUSE	4
ARTICLE 8 - AMENDMENT PROVISION	4
ARTICLE 9 - DURATION OF AGREEMENT	4
<u>TITLE II - CONDITIONS OF EMPLOYMENT</u>	4
ARTICLE 10 - DISCRIMINATION	4
ARTICLE 11 - EMPLOYEE STATUS	5
ARTICLE 12 - STATE AND FEDERAL LAW	5
ARTICLE 13 - RESIDENCY REQUIREMENT	5
ARTICLE 14 - VACANCIES AND TRANSFERS	5
ARTICLE 15 - PERFORMANCE APPRAISALS	6
ARTICLE 16 - HEALTH AND SAFETY	7
ARTICLE 17 - EXTREME WEATHER	8
ARTICLE 18 - PHYSICAL FITNESS	8
ARTICLE 19 - REDUCTION IN FORCE	8
ARTICLE 20 - SEPARATION	8
ARTICLE 21 - WORK RULES AND REGULATIONS	8
<u>TITLE III - HOURS OF WORK</u>	9
ARTICLE 22 - HOURS OF WORK	9
ARTICLE 23 - SHIFT EXCHANGE	9
<u>TITLE IV - WAGES</u>	9
ARTICLE 24 - COMPENSATION	9
ARTICLE 25 - OVERTIME	10
ARTICLE 26 - RECALL/OFF DUTY	10
ARTICLE 27 - COURT APPEARANCES	11
<u>TITLE V - SUPPLEMENTAL PAY</u>	11
ARTICLE 28- ACTING OFFICER PAY	11
ARTICLE 29 - ON-CALL PAY	12
ARTICLE 30 - LONGEVITY	12
ARTICLE 31 - DRIVER/OPERATOR POSITION	13
ARTICLE 32 - MASTER FIRE FIGHTER STATUS	14

<u>TITLE VI - BENEFITS</u>	17
ARTICLE 33 - IN-SERVICE TRAINING	17
ARTICLE 34 - TUITION REIMBURSEMENT PROGRAM	17
ARTICLE 35 - UNIFORMS.....	17
ARTICLE 36 - DEFERRED COMPENSATION PLAN.....	17
ARTICLE 37 - INSURANCE	18
<u>TITLE VII - HOLIDAYS; VACATIONS; LEAVES OF ABSENCE</u>	19
ARTICLE 38 - HOLIDAYS	19
ARTICLE 39 - VACATION LEAVE	20
ARTICLE 40 - SICK LEAVE	21
ARTICLE 41 - FUNERAL AND JURY DUTY LEAVES	22
ARTICLE 42 - FAMILY AND MEDICAL LEAVE	23
ARTICLE 43 - MILITARY LEAVE	23
ARTICLE 44 - UNION LEAVE	23

TITLE I - GENERAL PROVISIONS

ARTICLE 1 - PREAMBLE

This Agreement entered into by the City of West Des Moines, Iowa, hereinafter referred to as the "City," and the West Des Moines Association of Professional Fire Fighters, Local Union No. 3586 of the International Association of Professional Fire Fighters, hereinafter referred to as the "Union." The term "Employee" hereinafter refers to any member covered by the bargaining unit as defined in Article 2. It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union; to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours and other conditions of employment. The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the City by the statutes of the State of Iowa or the Municipal Code of the City of West Des Moines, Iowa; except as set forth herein.

ARTICLE 2 - RECOGNITION

The law governing this contract shall be the Iowa Public Employment Relations Act, hereinafter referred to as the "Act" and such provisions of the Civil Service Law and local laws of the City of West Des Moines, Iowa, which are not inconsistent with the Act.

The governing body charged with the administration of the Act, as provided by law, shall be the Iowa Public Employment Relations Board, hereinafter referred to as the "Board."

Pursuant to and in accordance with all applicable provisions of the Act and in recognition of the Board's certification of the Union, the City does hereby recognize the Union during The term of this Agreement, as the sole and exclusive representative for all employees of the City included in the bargaining unit as:

Included: All full-time career Fire Fighters and Fire Inspector

Excluded: The Fire Chief, Fire Marshal, Deputy Fire Marshall, Deputy Chief , career Lieutenants, Paid on Call (POC) officers and Fire Fighters, and all others excluded by Section 4 of the Public Employment Relations Act.

ARTICLE 3 - MANAGEMENT RIGHTS

The City shall retain whatever rights and authority as set out in Section 20.7 of the Code of Iowa, amended, and nothing shall diminish said rights, except as herein expressly stated in this agreement.

ARTICLE 4 - SETTLEMENT OF DISPUTES

A "grievance" is defined as a dispute an employee or group of employees may have with the City concerning the interpretation, application or alleged violation of the specific terms of this Agreement. Should an employee or group of employees have a grievance, it shall be adjusted in the following manner:

Step 1. An employee shall present the grievance in writing, with or without his steward, to his/her Lieutenant, within ten (10) calendar days after the occurrence upon which the grievance is based. The Lieutenant shall give his/her written answer to the grievance within ten (10) calendar days after the grievance is presented to him/her.

If the occurrence, upon which the grievance is based, is action which is taken by an officer other than the employee's supervisor, the employee shall present the grievance in writing, with or without his/her steward, to the officer who took the action and shall provide written notice of the filing of the grievance to his/her Lieutenant. The officer with whom the grievance is filed shall give his/her written answer to the grievance within ten (10) calendar days after the grievance is presented to him/her.

Step 2. If the grievance is not settled in Step 1, it may be appealed by the aggrieved employee(s) to the Fire Chief or delegated representative within ten (10) calendar days after the Lieutenant's answer. The grievance shall be in writing, signed by the aggrieved employee(s), and shall specifically state the facts on which it is based, the section(s) of this Agreement allegedly violated, and the relief requested. The Fire Chief shall answer the grievance in writing within ten (10) calendar days after receiving the grievance.

Step 3. If the grievance is not settled at Step 2, it may be appealed in writing to the City Manager by the Union within ten (10) calendar days after receipt of the Fire Chiefs answer. The written notice shall be signed by a Union representative, and shall state the specific section(s) of this Agreement to be considered by the City Manager. The City Manager shall answer the grievance in writing within fifteen (15) calendar days.

Step 4. If the grievance is not settled at Step 3, it may be appealed to arbitration by the Union upon ten (10) calendar days written notice to the City Manager after receipt of the City's Step 3 answer. The written notice shall be signed by a Union representative, and shall state the specific section(s) of this Agreement to be considered by the arbitrator. If the representatives of the parties are unable to agree upon an arbitrator within five (5) calendar days of the City's receipt of the arbitration notice, the parties shall jointly request the Iowa PERB to submit a list of seven (7) arbitrators. Upon receipt of the list, the parties designated representatives shall determine, by lot, the order of elimination and shall, in that

order, alternately strike names from the list, and the remaining person shall act as arbitrator.

An arbitrator selected pursuant to Step 4 of this Article shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall issue a written opinion and award. The arbitrators' decision must be issued within thirty (30) days of the arbitration hearing. The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. A decision of the arbitrator, within the scope of his authority, shall be final and binding upon the City, the Union and the aggrieved employee(s). The City and the Union will share equally the costs of arbitration, including the fees and expenses of the Arbitrator. Any other expenses shall be paid by the party incurring them.

Issues involving the layoff, discharge, displacement, reassignment or recall rights of employees may be appealed through existing Civil Service Commission procedures or through the procedures contained in this Article. No employee is permitted to utilize both procedures.

With supervisory approval, the Steward and grievant may investigate and process grievances during working time without loss of pay provided, however, that no such activities shall interfere with the normal operations of the City.

The failure of an employee, the Union or its representatives to process a grievance within the time specified in this Article shall bar the further processing of the grievance, and any such grievance shall be considered as settled. The failure of the City to answer a grievance within the times specified above shall constitute a denial of the grievance, permitting an appeal to the next step of the grievance procedure. The parties may, however, mutually agree in writing to extend the time limits at any step of the grievance procedure. In the event the United States mail is used, the mailing of a grievance or the answer thereto shall be considered timely if postmarked within the appropriate time limits.

ARTICLE 5 - MEMBERSHIP AND CHECK-OFF

Upon written authorization from any employee, Union dues, which may include initiation fees, shall be deducted from wages and forwarded to the Union, monthly, in the employee's behalf. No authorization shall be allowed for payment of assessments or fines. The procedure followed in authorizing deduction shall be for each employee to execute a written assignment on the form furnished by the City. Dues shall be deducted in accordance with payroll periods.

Payroll deductions shall be revocable at any time by the employee notifying the City and the Union in writing. Cancellation shall be effective thirty days after receipt of revocation notice.

In the event the Union votes to change the dues formula, the Union shall notify the City at least thirty days prior to the effective date of increase and new authorization forms for each employee must be filed. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought, issued, or asserted against the City as a result of any action taken or not taken by the City under the provisions of this Article, If respective earnings are not sufficient to cover the full withholding, no deduction shall be made. In this connection, all legal and required deductions have priority over Union dues.

ARTICLE 6 – PAYROLL DEDUCTIONS

Employees may authorize deductions from their pay for the following purposes:

Credit Union

Police and Fireman's Insurance Association (PFIA)

International Association of Fire Fighters Financial Corporation

Fire PAC check-off program

Following the end of the term of this Agreement, employees will not be permitted to authorize a deduction unless there are at least ten (10) City employees who have authorized the same type of deduction.

ARTICLE 7 - SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 8 - AMENDMENT PROVISION

This constitutes the entire Agreement between the parties. This Agreement may be amended, in writing, upon mutual agreement of the parties hereto and as permitted by law. Appropriate amendment shall be executed by the parties of this Agreement upon appropriate action of the employer.

ARTICLE 9 - DURATION OF AGREEMENT

The Agreement shall be in effect for a period of three (3) years beginning July 1, 2006, and ending June 30, 2009.

TITLE II - CONDITIONS OF EMPLOYMENT

ARTICLE 10 - DISCRIMINATION

In addition to the City's Equal Employment Opportunity and Affirmative Action commitments, the City agrees not to discriminate against any employee for his/her activity on behalf of, or membership in, the Union.

ARTICLE 11 - EMPLOYEE STATUS

The City shall submit annually a current seniority/position list to the Union to be used whenever called for by specific articles and sections of this Agreement. The list shall show job titles, station, and effective dates of actions affecting employees as follows:

1. appointment of new employees
2. promotion
3. transfer
4. suspension
5. separation by type (retirement, voluntary, with cause)
6. authorized leave of absence without pay for one (1) month or more

ARTICLE 12 - STATE AND FEDERAL LAW

Matters of probationary period, seniority, promotions, demotions, discharge, suspensions, disability, retirement, and other matters governed by State and Federal Law shall not be subject to collective bargaining.

Notwithstanding this Article, the seniority of employees with the same date of employment shall be determined by their ranking on the Civil Service Certified List from which they were hired.

ARTICLE 13 - RESIDENCY REQUIREMENT

Employees shall reside within thirty (30) minutes normal drive time from the corporate boundaries of the City. Such drive time must be measured on a driveable route from the employee's residence to the corporate boundary of the City which is nearest to his/her residence.

Individuals desiring to establish residence outside the corporate boundaries of the City will inform the Fire Chief of their intention at least twenty (20) calendar days prior to actually assuming permanent residence at the intended location.

The Fire Chief may, at his/her sole discretion, allow deviations from this thirty (30) minute residency requirement.

ARTICLE 14 - VACANCIES AND TRANSFERS

If the City determines to fill a position within the bargaining unit, it will post a notice of the vacancy on employee bulletin boards for seven (7) calendar days. Any employee may submit to the Fire Chief a written bid to fill the position during the posting period. From among employees qualified for a posted position, the City will award the position to the most qualified employee.

If two (2) or more bidders are equally qualified, the City will award the job to the senior employee. If no employees who are qualified for the posted position submit bids for the position, the City may fill the position from any source.

Any full-time employee desiring a station or division transfer shall submit a written request to the Fire Chief. The Fire Chief shall respond, in writing, within fourteen (14) calendar days after receipt of such request.

The Fire Chief shall have sole discretion to make assignments under this article.

ARTICLE 15 - PERFORMANCE APPRAISALS

Purpose. It is agreed that an employee performance evaluation shall be used for the purpose of improving an employee's individual performance, acknowledging an employee's accomplishments, and to provide an opportunity for an employee to improve in a designated area of substandard performance prior to any disciplinary action being taken.

The parties agree that any evaluation appraisal system used by the City be carried out in a uniform manner. The following are the provisions of the system:

1. The Fire Chief shall provide for an annual evaluation of all full-time employees in reference to the standard of work performance required. This evaluation shall include a discussion between the employee and his/her supervisor for the purpose of determining goals and progress toward better performance and personal development. A memorandum record of the results of these discussions shall be forwarded to the Fire Chief by the supervisor on the forms prescribed.
2. Whenever, in an employee's personnel file, reference is made to "satisfactory performance" or "standard performance," this shall be based on the evaluation form submitted by the supervisor and determined by the Fire Chief.
3. Each employee shall be given a copy of the evaluation form prepared by his/her supervisor regarding his/her progress.
4. Every employee evaluation report shall be signed by the employee.
5. A copy of each completed performance evaluation shall be forwarded to the Human Resources Manager for inclusion in the employee's personnel file.

If the employee disagrees with the rating he/she may so indicate in the space provided on the evaluation form.

Employees who receive a less than overall "satisfactory" performance evaluation shall receive no increase in compensation until receiving a subsequent "satisfactory" evaluation following a

ninety (90) day review period. The ninety (90) day review period shall not change the employee's performance evaluation "anniversary date."

In the event of an employee disagreement with a less than overall satisfactory performance evaluation, the employee may request a meeting with his/her supervisor, the Fire Chief and, if the employee desires, a representative of the Union. The purpose of this meeting is to discuss the rating and provide the employee with an opportunity to discuss the area(s) of disagreement. The supervisor may, at his/her discretion, revise the original evaluation as a result of such discussion.

An overall performance rating of less than "satisfactory" may be grieved subject to the grievance procedure set forth in Article 4. Evaluations that do not result in a less than overall "satisfactory" rating shall not be subject to the grievance procedure.

ARTICLE 16 - HEALTH AND SAFETY

The City agrees to continue making reasonable provisions for the health and safety of its employees during the hours of employment. The Union and the employees will extend their complete cooperation to the City in maintaining state and federal laws and Fire Department rules and regulations as to health and safety.

A Fire Department Safety and Health Committee shall be formed in accordance with the following:

1. There shall be a Fire Department Safety and Health Committee comprised of two (2) representatives to be selected by the Union and one (1) to be selected by the City. The Fire Department Safety and Health Committee Members shall serve a term of one (1) year. One of these representatives may also serve on the City Safety Committee.
2. The purpose of the Fire Department Safety and Health Committee shall be to review work methods, procedures, conditions, apparatus and equipment, and injuries and deaths, and make recommendations to the Fire Chief in order to eliminate or reduce as much as possible; accidents, deaths, injuries, and illnesses of employees.
3. The scope of the Fire Department Safety and Health Committee shall be advisory in nature. The Fire Chief shall have sole discretion for review and remedy of recommendations made by the Committee.
4. With prior approval of the Fire Chief, Fire Department Safety and Health Committee representatives may individually, or as a committee, investigate safety and health matters on working time provided that such activities shall not interfere with the normal operations of the City.

All protective clothing and equipment required to be worn or used by virtue of departmental rules and regulations, or by order of the Fire Chief, shall be provided and maintained by the City.

ARTICLE 17 - EXTREME WEATHER

Response duties shall be limited to emergency situations during periods of extreme weather conditions. Provisions shall be made to provide relief during any alarm or emergency during these periods. The Fire Chief (or designee) shall, in his/her sole discretion, determine whether extreme weather conditions exist, taking into consideration all appropriate information relating to operations and personnel.

ARTICLE 18 - PHYSICAL FITNESS

If the City requires employees to engage in physical fitness activities, time during shift hours shall be provided for such activities.

ARTICLE 19 - REDUCTION IN FORCE

In the event a reduction in force becomes necessary, procedures provided in Chapter 400 of the Code of Iowa shall be recognized. All employees to be laid-off or transferred shall receive a written notice from the City Manager at least ten (10) working days before the effective date of the action. The order of lay-off is by the least senior to the most senior in the following order:

1. Temporary appointees
2. Provisional employees
3. Part-time employees
4. Full-time employees

ARTICLE 20 - SEPARATION

Full pay for accrued vacation leave, banked holiday, compensatory time, and overtime earned but not taken shall be granted to each employee upon termination, layoff, retirement, or death of the employee. Unused sick leave shall be paid per Article 40. Such accumulated leave shall be paid, at the employee's rate of pay at the time of the event, to the employee or to the beneficiary of the employee's estate. Payment will be made in a lump sum and be included in the employee's last paycheck.

ARTICLE 21 - WORK RULES AND REGULATIONS

The City has established a manual of work rules and regulations for employees of the Department which shall serve as a guide to employees in the performance of their duties and achievement of the departmental mission. From time to time, pursuant to Article 3 of this Agreement, the City will adopt new work rules and regulations and/or publish changes to existing rules and regulations. The Union would expect its ideas, comments, and suggestions to be considered in the establishment of new rules and regulations or changes to the existing rules and regulations. All employees shall comply with work rules as adopted. Any provision of the work rules and

regulations which is in conflict with any provision of this agreement shall be superseded by the provisions contained herein.

TITLE III - HOURS OF WORK

ARTICLE 22 - HOURS OF WORK

The City shall establish and post hours of work within groups and shifts as determined by the Fire Chief to best provide the services to be rendered and to accommodate the public being served within the following:

1. Twenty-Four (24) Hour Shift Personnel. A normal shift for an employee shall consist of twenty-four (24) hours paid time starting at times established by the Fire Chief. The normal schedule of work will be: twenty-four (24) hours on duty, twenty-four (24) off duty, twenty-four (24) hours on duty, twenty-four (24) hours off duty, twenty-four (24) on duty, and ninety-six (96) hours off duty.
 - a) In accordance with Section 7(k) of the Fair Labor Standards Act, the normal work period for an employee shall consist of twenty-seven (27) days. The normal schedule during this work period shall consist of two hundred sixteen (216) hours of duty (with a maximum hour standard as provided by Section 7(k) of the Fair Labor Standards Act of two hundred and four (204 hours) incorporating a rotating schedule as set out in Section 1 of this Article.
2. Eight (8) Hour Personnel. A normal shift for an employee shall consist of eight (8) hours per shift and scheduled for five (5) days followed by two (2) days off. Under this agreement this covers the position of Fire Inspector.

ARTICLE 23 - SHIFT EXCHANGE

With prior supervisory approval, an employee may exchange shifts or hours provided that such exchange does not result in any additional cost to the City.

TITLE IV - WAGES

ARTICLE 24 - COMPENSATION

Each employee shall be compensated in accordance with the respective classification title and corresponding salary range as set forth in Appendix "A" of this agreement.

Provided such payments are consistent with the Fair Labor Standards Act and the Iowa Wage Payment Collection Law, the City will provide equalized bi-weekly paychecks to employees.

ARTICLE 25 - OVERTIME

FLSA Overtime. In accordance with Section 7(k) of the Fair Labor Standards Act, the work period for Twenty-four (24) hour shift Personnel shall consist of twenty-seven days, and, for any regularly scheduled hours in excess of two hundred and four (204) hours, employees shall be paid at the overtime rate of one-half (1/2) times the employee's regular rate of pay for each such hour. All FLSA overtime shall be paid in cash.

Contractual Overtime. Overtime hours, other than FLSA overtime hours, shall be paid at the overtime rate of one and one-half (1 ½) times the employee's regular rate of pay for each hour worked. Employees who perform contractual overtime shall have the option of receiving cash compensation or receiving one and one-half (1 ½) hours of compensatory time for each contractual overtime hour worked. Whenever possible, notification of the use of compensatory time should be given to the employee's immediate supervisor (or the Duty Officer who is working at the time that the request is submitted) at least twenty-four (24) hours prior to the time that the employee is scheduled to report for duty.

When the employee reaches the maximum accrual of one hundred twenty (120) hours of compensatory time, all contractual overtime hours will be paid in cash. In addition, the employee will have the option of cashing-out one-half (½) their accrued compensatory time once per contract year.

Hours Worked. For purposes of calculating overtime, all hours that are in pay status shall be treated as hours worked.

For Eight Hour Personnel: "Contractual Overtime" shall mean that overtime hours shall be paid at the overtime rate of one and one-half (1 ½) times the employee's regular rate of pay for each hour worked outside of the hours stated in Article 22, #1a. Employees who perform contractual overtime shall have the option of receiving cash compensation or receiving one and one-half (1 ½) hours of compensatory time for each contractual overtime hour worked. Overtime will not be paid if the employee works more than eight hours in a day, upon mutual agreement of the employee and the Chief. However, overtime will be paid for all hours worked over forty (40) hours in a pay period week.

ARTICLE 26 - RECALL/OFF DUTY

An employee who, having left the premises after a shift, who is recalled or otherwise required to report to work he/she will receive a minimum of two (2) hours straight time compensation or compensation at one and one-half (1 ½) times their regular rate of pay, whichever is greater. The two (2) hour minimum does not apply to any hours worked continuous to the employee's regularly scheduled hours of work.

When necessary, employees shall be called to cover shifts by policy, as stipulated in the Fire Department rules and regulations.

If no employees are available, the Chief may at his discretion recall career Lieutenant(s) and/or Paid on Call (POC) Fire Fighters. The Chief shall provide a list of qualified Paid on Call (POC) Fire Fighters to the Union on a quarterly basis.

ARTICLE 27 - COURT APPEARANCES

Any employee who, during a regularly scheduled shift, is subpoenaed to testify in a recognized court of law as a direct result of his/her employment under this agreement shall be paid his/her regular rate. Any off-duty employee who is subpoenaed to testify in a recognized court of law as a direct result of his/her employment under this agreement shall be provided additional compensation for the greater of two (2) hours straight time pay or time and one-half (1½) for the time actually worked. Witness fees due from court shall be provided to the City. Employees shall be reimbursed for necessary and reasonable expenses incurred pursuant to the City's Expense Reimbursement Policy.

TITLE V - SUPPLEMENTAL PAY

ARTICLE 28- ACTING OFFICER PAY

Section 1, Qualifications. The City shall provide any employee assigned to work at the Lieutenant rank \$1.00 per hour in acting officer pay in addition to their regular pay for time actually worked.

The following minimum qualifications apply to individuals who are assigned as acting officers:

1. Completion of three (3) years of service as a career fire fighter on the West Des Moines Fire Department;
2. Completion of Fire Academy or an approved and certified Fire Fighter 2 program;
3. Minimum valid certification of EMT-B through the State of Iowa or nationally certified and approved by the State of Iowa;
4. Minimum valid driver's license of a Iowa Class D-2;
5. No disciplinary action more serious than a verbal reprimand within the prior six (6) months;
6. Minimum of one of the following:
 - a. possession of a Fire Specialist Certificate from Des Moines Area Community College; or
 - b. possession of a Fire Science degree; or

- c. completion (grade "C" or better) of one college level course within the prior twelve (12) months which satisfies a requirement of the employee's educational plan on file with the City Human Resources Department.

Section 2, Selection. The assignment of Acting Officers shall be made on a station-by-station basis, and, in order to be assigned as Acting Officer, the fire fighter must be assigned to the station and shift in which the assignment is to be made. When making an assignment as an Acting Officer, the City shall follow this order of preference:

1. Fire fighters who, at the time of assignment, are on the civil service list for Lieutenant in rank order on the list.
2. Offered to fire fighters who meet the minimum qualifications in order of seniority.

ARTICLE 29 - ON-CALL PAY

The City shall provide to an employee who is assigned to the status of active "on-call," subject to immediate call-out or return to duty at any time prior to their next regularly assigned shift, one dollar (\$1) per hour for each hour assigned. In addition, the City shall provide a notification device for the employee(s) "on-call."

Fire Investigators shall receive supplemental pay of \$600 per year for their additional responsibilities and for any on-call duty hours.

ARTICLE 30 - LONGEVITY

In addition to wages, employees who perform satisfactory continuous service shall receive annual longevity compensation as follows:

<u>After you have completed service of</u>	<u>You receive</u>
Five (5) years	\$350 per year
Ten (10) years	\$550 per year
Fifteen (15) years	\$750 per year
Twenty (20) years	\$950 per year

"Satisfactory continuous service" shall be defined by achieving, on the employees most recent performance rating, a ranking within the top four (4) on a five-block rating scale or within the top twelve (12) on a fifteen-block rating scale.

Continuous service will be terminated by resignation, dismissal, or retirement. If you experience any of those situations and then become re-employed by the City, you won't receive credit for your prior City service. Continuous service will not be considered "broken" if you are:

1. On Military or Family and Medical Leave of absence and return to City employment in compliance with federal and state law; and
2. On an authorized unpaid leave of absence or suspension. However no longevity credit will be given for unpaid leave of thirty (30) calendar days or more.

Longevity pay is pro-rated and accumulated on a monthly basis. It is paid to you on a lump-sum basis on the first payday in December. Your first longevity payment will be based on the date you complete twelve (12) months of continuous service, pro-rated to December of that same year. For example, if you complete twelve (12) months of continuous service on September 1, you will receive your first longevity pay for three (3) months of service.

ARTICLE 31 - DRIVER/OPERATOR POSITION

Section 1. The City shall establish a "Driver/Operator" position within each station, which shall be filled, whenever feasible, by an employee meeting the following qualifications:

- a. Completed three (3) years of service as a career fire fighter on the West Des Moines Fire Department.
- b. Completed Fire Academy or an approved Fire Fighter 1 and 2 training program.
- c. Successfully passed the Driver/Operator certification through the Fire Service Institute, or approved equivalent.
- d. At a minimum, must possess a valid Iowa Class D-2 driver's license.
- e. Fire Fighters who, at the time of the assignment, are on the civil service list for Driver/Operator.

No employee, meeting the criteria above, may be on disciplinary probation nor may have received any discipline within the prior six (6) months which was more serious than a verbal reprimand.

Section 2. The assignment of "Acting Driver/Operator" must meet the same qualifications, except two (2) years of service is required to fulfill the "Acting Driver/Operator" position. The assignment shall be made on a station-by-station basis, and, in order to be assigned as Acting Driver/Operator, the fire fighter must be assigned to the station and shift in which the assignment is to be made. When making an assignment as an Acting Driver/Operator, the City shall follow this order of preference:

1. Fire fighters who, at the time of assignment, are on the civil service list for Drivers/Operator in rank order on the list.

2. Offered to fire fighters who meet the minimum qualifications in order of seniority.

Section 2. Where no employee on duty meets the above qualifications, the Fire Chief or designee may assign the individual with the greatest seniority. An employee assigned to the "Acting Driver/Operator" position shall be paid, in addition to his/her regular pay, the following additional compensation: 60 cents per hour.

Section 3. Any employee who meets the above-stated qualifications and who functions as a "Driver/Operator" shall be paid in accordance with the Driver/Operator pay classification as set forth in Appendix A.

ARTICLE 32 - MASTER FIRE FIGHTER STATUS

Section 1. The City established a new pay incentive of "Master Fire Fighter (MFF)" applicable to employees who meet the following qualifications. Incentives as provided herein are to encourage individual fire fighters to become more highly educated, and in so doing, to increase their worth to the department and to the citizens of West Des Moines.

Section 2. MFF-1 Classification. In order to qualify under MFF-1 classification, a fire fighter must meet the following requirements:

- a. Serve as a full-time employee of the West Des Moines Fire Department for a period not less than two (2) years.
- b. Possess/maintain a minimum State of Iowa EMT-B certification.
- c. Possess a Fire Specialist Certificate or approved equivalent of 21 completed credit hours with a grade-point average of 2.00 or above on a 4.00 equivalent scale from an accredited Fire Science Program.

Section 3. MFF-2 Classification. In order to qualify under MFF-2 classification, a fire fighter must meet the following requirements:

- a. Serve as a full-time employee of the West Des Moines Fire Department for a period not less than three (3) years.
- b. Possess/maintain a minimum State of Iowa EMT-B certification.
- c. Possess a Fire Specialist Certificate or approved equivalent of 21 completed credit hours with a grade-point average of 2.00 on above on a 4.00 equivalent scale from an accredited Fire Science program.

- d. Possess a two (2) year degree or have successfully completed 60 semester credit hours with a grade-point average of 2.00 or above on a 4.00 equivalent scale from an accredited college or university.

Section 4. MFF-3 Classification. In order to qualify under MFF-3 classification, a fire fighter must meet the following requirements:

- a. Serve as a full-time employee of the West Des Moines Fire Department for a period not less than four (4) years.
- b. Possess/maintain a minimum of State of Iowa EMT-B certification.
- c. Possess a Fire Specialist Certificate or approved equivalent of 21 completed credit hours with a grade-point average of 2.00 or above on a 4.00 equivalent scale from an accredited Fire Science Program.
- d. Possess a Bachelor of Science (B.S.) or Bachelor of Arts (B.A.) Degree from an accredited college or university.

Section 5. MFF Compensation.

Fire Fighters who fulfill the requirements to be classified as "MFF-1" shall, in addition to their regular pay, annually receive the following additional compensation:

July 1, 2006 – June 30, 2007	\$500.00 per year
July 1, 2007 – June 30, 2008	\$525.00 per year
July 1, 2008 – June 30, 2009	\$550.00 per year

Fire Fighters who fulfill the requirements to be classified as "MFF-2" shall, in addition to their regular pay, annually receive the following additional compensation:

July 1, 2006 – June 30, 2007	\$700.00 per year
July 1, 2007 – June 30, 2008	\$725.00 per year
July 1, 2008 – June 30, 2009	\$750.00 per year

Fire Fighters who fulfill the requirements to be classified as "MFF-3" shall, in addition to their regular pay, annually receive the following additional compensation:

July 1, 2006 – June 30, 2007	\$1,200.00 per year
July 1, 2007 – June 30, 2008	\$1,250.00 per year
July 1, 2008 – June 30, 2009	\$1,300.00 per year

Fire Fighters who attain the required prerequisites during the course of the year shall have the benefit prorated in accordance with the percentage of the applicable year for which they qualify.

Section 6. MFF Compensation as set forth in Section 5 of this Article shall be added to each applicable step of the pay scale set forth in Appendix "A" of this contract, and shall be disbursed proportionately with each pay check throughout each contract year.

Section 7. EMT Compensation

Fire Fighters who fulfill the requirements to be classified as "EMT-B" shall, in addition to their regular pay, annually receive additional compensation of \$300.00 per year.

Fire Fighters who fulfill the requirements to be classified as "EMT-P" shall, in addition to their regular pay, annually receive the following additional compensation:

July 1, 2006 – June 30, 2007	\$525.00 per year
July 1, 2007 – June 30, 2008	\$550.00 per year
July 1, 2008 – June 30, 2009	\$575.00 per year

Effective July 1, 2006, employees who perform the duties as an EMT-P will be paid an additional \$1.30 per hour for all hours of the shift during which the duties are performed.

Effective July 1, 2007, employees who perform the duties as an EMT-P will be paid an additional \$1.40 per hour for all hours of the shift during which the duties are performed.

Effective July 1, 2008, employees who perform the duties as an EMT-P will be paid an additional \$1.50 per hour for all hours of the shift during which the duties are performed.

Fire Fighters who attain the required prerequisites during the course of the year shall have the benefit pro-rated in accordance with the percentage of the applicable year for which they qualify.

Section 8. EMT Compensation as set forth in Section 7 of this Article shall be added to each applicable step of the pay scale set forth in Appendix "A" of this contract, and shall be disbursed proportionately with each pay check throughout each contract year.

TITLE VI - BENEFITS

ARTICLE 33 - IN-SERVICE TRAINING

The City shall provide employees with orientation and on-the-job training relevant to the position of Fire Fighter in the City of West Des Moines.

The City will assure that employees receive, at a minimum, the required number of in service training hours for Fire and EMS certifications utilized by the City.

With approval from the Fire Chief, an employee may be sent to outside instructional courses as a means of upgrading his/her capabilities as a City employee. Expenses for meals, lodging, travel/auto, program registration, and other reasonable expenses shall be reimbursed pursuant to the City's written policy.

Whenever the duties of a position are to be materially changed by the introduction of new machines or processes, the City shall provide for the resources and a reasonable time period for employees to learn the use of the new machines or processes.

While attending Fire Academy or outside instructional courses, employees will be paid at the same rate as active full-time fire fighters (56 hours per week). The employees will accrue leave time (vacation and sick) at a rate consistent with a full-time fire fighter. If instructional classes are in session on a recognized City holiday, and the employee receives the day off from the instructional classes, the employee will not receive holiday pay or compensatory time, as set forth in Article 38, Holidays, of this agreement. If instructional classes are held on a recognized City holiday, the employee shall receive holiday pay or compensatory time as set forth in Article 38, Holidays, of this agreement.

ARTICLE 34 - TUITION REIMBURSEMENT PROGRAM

Each employee will be eligible to participate in the City's Tuition Reimbursement Program.

ARTICLE 35 - UNIFORMS

Uniforms and wearing apparel, including shoes, required to be worn by an employee by virtue of departmental rule or by special order of the Fire Chief shall be provided by the City.

ARTICLE 36 - DEFERRED COMPENSATION PLAN

Employees may participate in the City's deferred compensation plan. This plan allows the employee to set aside pre-tax contributions through payroll deductions. Any amendment to the deferred compensation plan which would provide a matching provision for hourly employees shall be made available to the union under the same terms and conditions by which the plan is offered to hourly employees.

ARTICLE 37 - INSURANCE

The City shall offer a comprehensive health and medical insurance plan. The City retains the right to select and change the health and medical insurance carrier. All terms and conditions of insurance coverage provided including eligibility for coverage, coverage period, and dates of premium payments necessary for such coverage period, shall be determined by the insurance carrier. Such plan shall provide for two hundred fifty dollars (\$250) (single) and five hundred dollars (\$500) (family) up-front deductibles and a seven hundred fifty dollars (\$750) (single and family) maximum annual out-of-pocket deductible. Employees shall pay ten dollars (\$10) for PPO physician office visits.

Employees shall pay ten dollars (\$10) for prescription drug charges for generic drugs, twenty dollars (\$20) for prescription drug charge for formulary drugs, and thirty dollars (\$30) for prescription drug charge for non-formulary drugs.

Effective July 1, 2007, the employee with single coverage shall pay, through regular payroll deductions, two percent (2%) of the City's established monthly rate for single coverage. The City will pay the balance of the single premium. An employee with family coverage shall pay, through regular payroll deductions, eleven percent (11%) of the City's established monthly rate for family coverage. The City will pay the balance of the family premium.

The City shall provide a dental plan and shall pay one hundred percent (100%) of the cost of the premium for single coverage for each employee. Family coverage shall be at the option of the employee with any additional premium the responsibility of the employee through payroll deduction.

The City shall keep in effect a life insurance plan throughout the term of this contract. The City will pay one hundred percent (100%) of the cost of the basic insurance offered which includes one-half (1/2) of basic salary on the employee as well as two thousand five hundred dollars (\$2,500) of coverage for dependents of the employee. If the employee requests additional life insurance through the same carrier, the additional cost will be paid by the employee through payroll deduction. The City shall offer supplemental life insurance to be purchased by employees. Such insurance will include Accidental Death and Dismemberment coverage up to a maximum of \$100,000.00 for line-of-duty coverage.

The parties agree that, through the Employee Relations Committee, the City shall provide health insurance education to employees and seek input from employees regarding alternatives and concerns pertaining to the insurance plans covered by this Agreement.

TITLE VII - HOLIDAYS; VACATIONS; LEAVES OF ABSENCE

ARTICLE 38 - HOLIDAYS

The following holidays shall be recognized:

1. New Year's Day (January 1)
2. Presidents' Day (3rd Monday in February)
3. Memorial Day (Last Monday in May)
4. Independence Day (July 4)
5. Labor Day (1st Monday in September)
6. Thanksgiving Day (4th Thursday in November)
7. the Friday following Thanksgiving
8. Christmas Eve Day (December 24th)
9. Christmas Day (December 25th)

Twenty-four (24) hour shift Personnel who work on a recognized holiday shall be paid at one and one-half (1 ½) times their regular rate of pay for twelve (12) hours worked, at their regular rate for twelve (12) hours worked, and, in addition thereto, shall receive twelve (12) hours of pay at their regular rate. Employees who are recalled to work on a recognized holiday shall be paid at two and one-half (2 ½) times their regular rate of pay for all hours of work on the holiday and, in addition thereto, shall receive twelve (12) hours of pay at their regular rate of pay. If the holiday falls on a day which an employee is not scheduled to work, the affected employee(s) shall be paid twelve (12) hours of holiday pay at their regular rate. If an employee is on a paid leave of absence, and a holiday occurs during your leave, the holiday will not be counted as part of that leave of absence.

Holiday pay shall be included in the paycheck for the pay period which includes the date of the holiday.

Eight (8) Hour Personnel shall receive eight hours of time off for each holiday cited above. For employees who work a Monday through Friday schedule, if a holiday falls on a Saturday, the Friday before the holiday will be observed. If a holiday falls on a Sunday, the Monday after the holiday will be observed. In those rare instances when back-to-back holidays fall on Friday and Saturday, then Thursday and Friday will be designated days off; if back-to-back holidays fall on Sunday and Monday, then Monday and Tuesday will be the designated days off.

In addition to recognized holidays, each Twenty-four (24) hour shift Personnel after completing twelve (12) months of continuous service, shall receive twenty-four (24) hours to be used as needed by the employee. Eight (8) Hour Personnel, after completing 12 months of continuous service, shall receive two eight hour days to be used as needed by the employee. The following guidelines apply to casual days:

1. Casual days do not accumulate from year to year.
2. Casual days must be used in increments of four (4) hours.
3. Casual days cannot be borrowed.

ARTICLE 39 - VACATION LEAVE

Vacation leave credits shall be accrued as follows:

<u>Months of Continuous Service</u>	<u>Days Per Year</u> (24 hour Personnel)	<u>Days Per Year</u> (8 Hour Personnel)
1 - 48 months	5 shifts	10 work days
49 - 132 months	7 shifts	15 work days
133 - 228 months	9 shifts	20 work days
229 months or more	11 shifts	25 work days

Each shift shall have a vacation selection book to be circulated among the shift Personnel by seniority each October previous to the year to be scheduled. Each employee may schedule a minimum of one (1) shift up to the total number of shifts of vacation which the employee would accrue at the time of taking vacation leave, then forward to the next employee on the list. Each employee may not keep the selection book for more than two (2) working days. After each employee has had an opportunity to schedule by seniority, any employee may schedule vacation on a first-come basis.

Each employee may carry over vacation hours into the following year up to a maximum of twice the annual vacation hours for which the employee is eligible.

The minimum increment for the use of vacation will be twelve (12) hours for Twenty-four (24) hour shift Personnel; four (4) hours for Eight (8) hour Personnel. If a holiday occurs on a scheduled vacation day, the employee shall be granted twelve (12) or eight (8) hours of pay for each occurrence.

ARTICLE 40 - SICK LEAVE

Sick leave shall be granted under the following circumstances:

1. Physical incapacity not incurred in the line of duty.
2. Personal illness, including medical, dental, or optical appointments during working hours.
3. Enforced quarantine of the employee in accordance with community health regulations.
4. Each Twenty-four (24) hour shift Personnel, shall be allowed to use up to six (6) increments of twelve (12) hours each per year, up to eighty hours (80) for Eight (8) Hour Personnel for the medical condition or serious illness of an emergency nature of the immediate family (spouse, child, parent, sibling) upon approval of the Fire Chief.
5. Sick leave may be granted for employees to attend funerals subject to the approval of the Fire Chief.
6. Twenty-four (24) hour shift Personnel shall be permitted to use up to three (3) 24-hour days for paternity; eighty hours (80) for an Eight (8) Hour Personnel.

For Twenty-four (24) hour shift Personnel, sick leave shall be credited to employees on the basis of fourteen (14) hours per month with a maximum accrual of 1,680 hours for 24 hour shift employees; Eight (8) Hour Personnel, sick leave shall be credited at the rate of four (4) hours biweekly, with a total accumulation of 1,056 hours. Sick leave will continue to accrue so long as the employee is on compensated leave. Payment for unused sick leave will be made under the following:

1. Retirement. Upon retirement, as defined by MFPRSI, an employee will receive a cash credit equal to fifty percent (50%) of each full hour of unused sick leave (but not to exceed 1,320 hours for Twenty-four (24) hour shift employees and 960 hours for Eight (8) hour employees) at the employee's daily rate. This credit shall be used exclusively to pay for health insurance premiums until such time as the credit is exhausted.

The parties agree to select a Post Employment Health Plan (PEHP) in accordance with the terms and conditions of the IRS Code (Section 501(c) (9)VEBA) and any applicable laws. Nationwide Retirement Solutions shall administer the plan. It is understood that the plan is an insurance premium reimbursement account and that employees will bear the cost of all administrative charges and fees that are assessed by the Nationwide Retirement Solutions.

2. Death. In the event of death, the employee's estate will be paid fifty percent (50%) of each full hour (but not to exceed 1,320 hours for Twenty-four (24) hour shift employees and 960 hours for Eight (8) hour employees) of unused sick leave at the employee's hourly rate.

The following rules shall apply in administration of sick leave:

1. Notification of sick leave shall be made before an employee is scheduled to report for duty. Whenever possible, notification should be given to the Duty Officer who is working at the time that the request is submitted at least sixty (60) minutes prior to the time that the employee is scheduled to report for duty.
2. The City shall have the right to verify the reported sickness of an employee and may, on the third (3rd) consecutive day of absence, require a doctor's certificate for absence due to illness. Such certification may also be requested when the City reasonably believes an employee is abusing sick leave benefits.
3. Sick leave shall be chargeable only when used on regularly scheduled work days or work periods. Should a holiday occur during an employee's sick leave and the employee is regularly entitled to the holiday, it shall not be charged as sick leave.
4. Upon return to duty from sick leave, the employee shall obtain from his/her immediate supervisor the necessary City form to report actual sick leave utilized, and upon completion of the form, return the same back to the supervisor for his/her signature and transmittal to the Fire Chief.
5. The minimum increment for the use of sick leave will be six (6) hours for Twenty-four (24) hour shift Personnel. However, if an employee becomes ill during his/her working hours, or if the supervisor approves, then the minimum increment limitation shall not apply and the employee's sick leave account will only be charged for the number of hours of work actually missed.

ARTICLE 41 - FUNERAL AND JURY DUTY LEAVES

Leave of absence of seven (7) calendar days with a maximum of three (3) paid shifts shall be granted to employees in the event of death in the immediate family defined as spouse, parent (including step parents), child, step child, father-in-law, mother-in-law, brother, and sister. Leave of absence of five (5) calendar days with a maximum of two (2) paid shifts shall be granted to full time employees in the event of death to a member of the family defined as daughter-in-law, son-in-law, grandparent, and grandchild.

Leave of absence with pay may be authorized by the Fire Chief, in advance, in order that employees serve required jury duty for a reasonable period of time. When an employee's required time to report for jury duty is less than three (3) hours after the scheduled start of the employee's work day, then the employee shall call his/her supervisor and report his/her status, but the employee shall not be required to report for duty. When an employee's required time to report for jury duty is three (3) hours or more after the scheduled start of the employee's work day, the employee shall report for duty as scheduled. After an employee is released from jury duty, the employee will promptly report back for duty.

It is agreed that an employee while on jury duty, shall receive as pay from the City of West Des Moines the difference between regular pay, and all monies collected as a result of jury duty,

excluding those monies received as mileage reimbursement. Said payment shall be made to the employee as part of the regular biweekly pay by the City upon receipt of evidence of actual monies received by the employee from jury duty.

The Union recognizes that shift changes and rescheduling of personnel may be necessary in the event that bargaining unit personnel do participate in jury duty activities.

ARTICLE 42 - FAMILY AND MEDICAL LEAVE

The City shall provide family and medical leave in accordance with State and Federal Laws, and City policy.

ARTICLE 43- MILITARY LEAVE

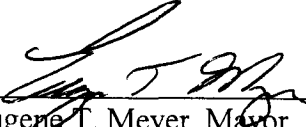
The City shall provide military leave in accordance with State and Federal laws, and City Policy in effect on July 1, 2000.

ARTICLE 44- UNION LEAVE

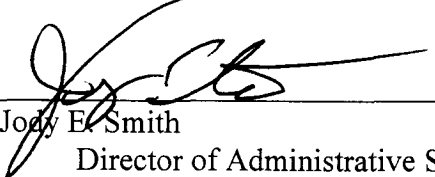
Union representatives shall be entitled to pay for time spent during contract negotiations with representatives of the City, if the Union representatives are scheduled to work at the time of such negotiation sessions, up to a total of forty-two (42) hours. The forty-two (42) hours of union leave may be allocated among employees at the discretion of the Union and constitutes the total time that paid union leave will be granted for all union representatives for the duration of the Agreement. Any time spent in negotiations sessions beyond forty-two (42) hours shall be voluntary time of the Union representatives. All preparations for negotiations shall occur during voluntary time, not during paid duty time.

IN WITNESS WHEREOF, the parties hereto have set their hands this 30th day of June, 2006.

CITY OF WEST DES MOINES

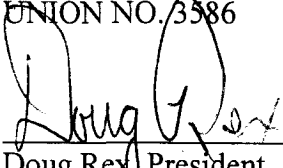


Eugene T. Meyer, Mayor



Jody E. Smith
Director of Administrative Services

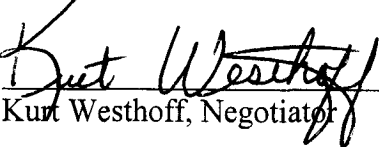
WEST DES MOINES ASSOCIATION OF
PROFESSIONAL FIRE FIGHTERS, LOCAL
UNION NO. 3386



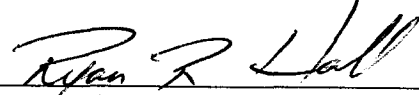
Doug Rex, President



Eric Kozak, Negotiator



Kurt Westhoff, Negotiator



Ryan Hall, Negotiator

Appendix A

WAGE SCHEDULE

2007-2009 FY

Wage rates of employees will be increased by three percent and one-quarter (3.25%) across-the-board effective July 1, 2006, will be increased by three and one-quarter percent (3.25%) across-the-board effective July 1, 2007, and will be increased by three and one-half percent (3.5%) across-the-board effective July 1, 2008.

FISCAL YEAR 06/07

FIRE FIGHTER

	HOURLY	ANNUAL
P	\$12.77	\$37,288
1	\$13.42	\$39,186
2	\$14.07	\$41,084
3	\$14.78	\$43,158
4	\$15.52	\$45,318
5	\$16.29	\$47,567
6	\$17.12	\$49,990
7	\$17.98	\$52,502

DRIVER OPERATOR

	HOURLY	ANNUAL
1	\$15.52	\$45,318
2	\$16.29	\$47,567
3	\$17.12	\$49,990
4	\$17.98	\$52,502
5	\$18.87	\$55,100

FIRE INSPECTOR

	HOURLY	ANNUAL
1	\$21.79	\$45,314
2	\$22.87	\$47,575
3	\$24.03	\$49,987
4	\$25.24	\$52,489
5	\$25.99	\$54,059

Annual wages (as stated above) are the wages that will be reported to the MFPRSI for pension purposes in addition to other pension, taxable earnings as defined by MFPRSI.

Twenty-four (24) hour shift Personnel: Annual wages are based upon a regular work year of 2,920 hours at a straight time hourly rate. In addition, 162.222 of these 2,920 hours are scheduled to be compensated at a FLSA overtime rate of one-half of the regular rate. (Example: Assume a Fire Fighter is at Step 7 and is paid an hourly rate of \$15.85. Based upon a schedule of 2,920 hours, the employee's annual wages for pension purposes will be: $\$15.85 \times 2,920 = \$46,284$. In addition, the employee will be compensated for 162.222 hours at a FLSA overtime rate of one-half of the regular rate. This additional overtime compensation will be: $\$7.93 \times 162.222 = \$1,286.42$.)

Eight (8) Hour Personnel: Annual wages are based upon a regular work year of 2,080 hours at a straight time hourly rate.

Note: Probationary is defined as one (1) year of employment.

FISCAL YEAR 07/08

FIRE FIGHTER

	HOURLY	ANNUAL
P	\$13.19	\$38,515
1	\$13.86	\$40,471
2	\$14.53	\$42,428
3	\$15.26	\$44,559
4	\$16.02	\$46,778
5	\$16.82	\$49,114
6	\$17.68	\$51,626
7	\$18.56	\$54,195

DRIVER OPERATOR

	HOURLY	ANNUAL
1	\$16.02	\$46,778
2	\$16.82	\$49,114
3	\$17.68	\$51,626
4	\$18.56	\$54,195
5	\$19.48	\$56,882

FIRE INSPECTOR

	HOURLY	ANNUAL
1	\$22.49	\$46,787
2	\$23.62	\$49,121
3	\$24.81	\$51,612
4	\$26.06	\$54,195
5	\$26.84	\$55,822

Annual wages (as stated above) are the wages that will be reported to the MFPRSI for pension purposes in addition to other pension, taxable earnings as defined by MFPRSI.

Twenty-four (24) hour shift Personnel: Annual wages are based upon a regular work year of 2,920 hours at a straight time hourly rate. In addition, 162.222 of these 2,920 hours are scheduled to be compensated at a FLSA overtime rate of one-half of the regular rate. (Example: Assume a Fire Fighter is at Step 7 and is paid an hourly rate of \$15.85. Based upon a schedule of 2,920 hours, the employee's annual wages for pension purposes will be: $\$15.85 \times 2,920 = \$46,284$. In addition, the employee will be compensated for 162.222 hours at a FLSA overtime rate of one-half of the regular rate. This additional overtime compensation will be: $\$7.93 \times 162.222 = \$1,286.42$.)

Eight (8) Hour Personnel: Annual wages are based upon a regular work year of 2,080 hours at a straight time hourly rate.

Note: Probationary is defined as one (1) year of employment.

FISCAL YEAR 08/09

FIRE FIGHTER

	HOURLY	ANNUAL
P	\$13.65	\$39,858
1	\$14.35	\$41,902
2	\$15.04	\$43,917
3	\$15.79	\$46,107
4	\$16.58	\$48,414
5	\$17.41	\$50,837
6	\$18.30	\$53,436
7	\$19.21	\$56,093

DRIVER OPERATOR

	HOURLY	ANNUAL
1	\$16.58	\$48,414
2	\$17.41	\$50,837
3	\$18.30	\$53,436
4	\$19.21	\$56,093
5	\$20.17	\$58,896

FIRE INSPECTOR

	HOURLY	ANNUAL
1	\$23.28	\$48,424
2	\$24.44	\$50,841
3	\$25.68	\$53,418
4	\$26.97	\$56,092
5	\$27.78	\$57,776

Annual wages (as stated above) are the wages that will be reported to the MFPRSI for pension purposes in addition to other pension, taxable earnings as defined by MFPRSI.

Twenty-four (24) hour shift Personnel: Annual wages are based upon a regular work year of 2,920 hours at a straight time hourly rate. In addition, 162.222 of these 2, 920 hours are scheduled to be compensated at a FLSA overtime rate of one-half of the regular rate. (Example: Assume a Fire Fighter is at Step 7 and is paid an hourly rate of \$15.85. Based upon a schedule of 2,920 hours, the employee's annual wages for pension purposes will be: $\$15.85 \times 2,920 = \$46,284$. In addition, the employee will be compensated for 162.222 hours at a FLSA overtime rate of one-half of the regular rate. This additional overtime compensation will be: $\$7.93 \times 162.222 = \$1,286.42$.)

Eight (8) Hour Personnel: Annual wages are based upon a regular work year of 2,080 hours at a straight time hourly rate.

Note: Probationary is defined as one (1) year of employment.